

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Grantors shall (1) promptly repair, replace or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such prior lien to Trustee or Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay before any penalty attaches for full taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall give renewal policies not less than ten days prior to the respective date of expiration.
- In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or cause from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice, and with interest thereon at the rate of seven per cent per annum in action of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default under the part of Grantors.
- The Trustee or Beneficiary heretofore secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of any statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness, as the decree for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisal fees, cost for documentary and report expenses, attorney's charges, publication costs and costs (which may be estimated as in items to be stipulated after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, guarantee policies, Trustee certificates, and similar data and securities, with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence its validity in whole or in part, and all such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or Beneficiary in connection with any proceeding, including private and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff or as defendant, or as creditor, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which in any way affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and charges incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all taxes, liens and other claims which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, the principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises, and such appointment may be made either before or after sale, without notice, without regard to the advocacy or inactivity of Grantors, and the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied or not and the Trustee hereunder may, and the court may, appoint as such receiver, such receiver shall have power to collect the rent, issues and profits of said premises during the term of office of such receiver and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantors except for the transportation of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be met, and any usual or ordinary powers for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to employ the net income in his hands in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to a party intervening as a party in an action at law upon the note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, extension, or condition of the premises, nor shall Trustee be obligated to record this trust deed or the terms any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid.
- Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of Illinois in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary may appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

NAME **Associates Finance Inc.** FOR RECORDERS INDEX PURPOSES
 STREET **4060 N. Milwaukee Ave.** 1975 NOV 26 AM 9:36
 CITY **Chicago, Illinois 60641** 102429 • 23305846 V.A. Form Rec. 5-10

INSTRUCTIONS OR RECORDEE'S OFFICE BOX NUMBER
 MAIL TO 506 MAIL 23305846

END OF RECORDED DOCUMENT